

# **EXHIBIT D**

## RENT ARREARS PAYMENT AGREEMENT

THIS AGREEMENT (hereafter the "Agreement") is made as of December 1, 2014 by and between HARARY GROUP LLC, as successor to the Harary Group, a NJ partnership ("Landlord") and H.K.S. of EAST BRUNSWICK REALTY L.L.C., as assignee of Hong Kong Supermarket of East Brunswick, Inc. ("Tenant")

### RECITALS

WHEREAS, Harary Group and Hong Kong Supermarket of East Brunswick, Inc. entered into a Lease dated September 15, 2011 for approximately 53,800 square feet of space in the shopping center known as the Miracle Mall, located at 275 Route 18 East Brunswick, New Jersey; and

WHEREAS, by letter of November 11, 2014, the Landlord has notified Tenant in writing that Tenant is in default of its rent and additional rent payments due under the terms of the Lease in the amount of \$488,996.72; and

WHEREAS, Tenant made a payment to Landlord of \$51,110.00 on or about November 25, 2014 (reducing the rent arrears to \$437,886.72) and Tenant has notified Landlord that it disputes a portion of the rent arrears claimed by Landlord; and

WHEREAS, the Landlord and Tenant have agreed to a payment plan for Tenant to pay its rent arrears due to Landlord upon the terms hereinafter set forth.

NOW, IN CONSIDERATION, of the payments described herein, and other good and valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Landlord agrees to accept and Tenant agrees to make payment of the sum of \$337,886.72 in payment of the rent arrears due from Tenant as of November 30, 2014 (the "Settlement Amount"). This sum represents a \$100,000 reduction in the amount of the arrears

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due to Landlord, which Landlord has agreed to accept in consideration of Tenant making the payments required by this Agreement. In the event Tenant defaults under the terms of this Agreement, this \$100,000 reduction in the rent arrears shall be void and of no further force or effect, and Tenant agrees that upon its default hereunder, the correct amount of the arrears as of November 30, 2014 is \$437,886.72.

2. The terms for Tenant's payment of the Settlement Amount are as follows:

(a) Tenant shall make twelve (12) consecutive monthly payments of twenty eight thousand one hundred fifty seven and 23/100 dollars (\$28,157.23) commencing January 20, 2015 and ending with the last payment due on December 20, 2015;

(b) Each of Tenant's monthly payments shall be due and payable by the 30<sup>th</sup> day of each month and shall be paid at Landlord's address set forth in the Lease. TIME IS OF THE ESSENCE with respect to each such monthly payment;

(c) Failure of the Tenant to make any such monthly payment by the 30<sup>th</sup> day of each month shall be a default hereunder without further notice from Landlord. Upon such default, Landlord shall have the right to immediately commence eviction proceedings against Tenant and to take such other actions as are permitted by law and by the Lease.

3. The rent arrears claimed by Landlord and the Settlement Amount do not include Basic Rent or Additional Rent due from Tenant for December, 2014 or thereafter. In addition to the arrears payments required from Tenant pursuant to Paragraph 2 above, commencing December 1, 2014, Tenant shall make the monthly payments of Basic Rent and Additional Rent due under the terms of the Lease by the 10<sup>th</sup> day of each month to Landlord at Landlord's address set forth in the Lease. TIME IS OF THE ESSENCE with respect to each such monthly payment. Failure of the Tenant to make any such monthly payment by the 10<sup>th</sup> day of each month shall be a default hereunder without further notice from Landlord. Upon such default,

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Landlord shall have the right to immediately commence eviction proceedings against Tenant and to take such other actions as are permitted by law and by the Lease.

4. On or before February 28 , 2015, Tenant shall provide to Landlord proof of the insurance coverages required by the Lease.

5. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal or personal representatives, successors and assigns.

6. This agreement shall be construed in accordance with the laws of New Jersey.

7. This Agreement shall not affect, or be deemed to affect the obligation of any guarantor of the Lease.

8. The parties represent that they are fully authorized to execute this agreement and that all formalities attendant to the execution of this agreement have been satisfied.

9. The parties acknowledge that they have carefully read and fully understand all of the terms of this agreement, and that they enter into this agreement voluntarily and with the advice of counsel. The parties agree that their signatures on facsimile or email copies of this Agreement shall be binding on them as if such signatures were their original signatures.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the 1st day of December, 2014.

WITNESS:

Sherry Su

H.K.S. OF EAST BRUNSWICK REALTY  
L.L.C. (Tenant)

By:

Myint J. Kyaw, Managing Member

12/31/14

WITNESS:

VALMIK MARKE

HARARY GROUP LLC (Landlord)

By:

Leon Harary, CEO